

Remarks

In the official action, the Examiner rejects claims 2-7, 10-13, 17 and 18 under 35 U.S.C 102 as allegedly being fully anticipated by US Patent No. 6,744,894. This grounds for rejection is respectfully traversed.

Turning first to claim 7 and the claims which depend thereon, namely claims 10-13, it is noted that all those claims recites "a printer."

In the official action, the Examiner asserts in paragraph 9, on page 4, that "Saito teaches a printer." Where does Saito do that?

The Examiner is invited to search the text of the Saito patent on line and look for the letters "print." Other than in the context of fingerprinting, are there any other references to "print" in Saito? Then on what basis is the Examiner asserting that "Saito teaches a printer"?

Moreover, it is noted that at column 6, lines 20-29, Saito discusses how his invention might be implemented. He indicates that it is desirable that the disclosed operations are operated by automatically working in a unique application program, an application program contained in data, or in an operating system itself.

Since application programs and operating systems run in computers, it is believed that Saito does not disclose a printer contrary to the assertions made by the Examiner.

Turning now to claims 2 and 3-6, the Examiner rejects these as being anticipated by Saito. But, unfortunately, the Examiner gives a very unclear description of what portions of Saito the Applicant is supposed to anticipate these claims. However, the Examiner does point to embodiment five and it is noted that embodiment five does include a mediator, an element recited by claim 2. Given the fact that claim 2 refers to a "mediator" it is assumed that the Examiner intended to try to read the embodiment five, which is discussed beginning at column 26, line 3, of Saito, against these claims.

However, the Examiner is invited to read the paragraph at column 26, lines 4-8, of Saito wherein the Saito explains that all of the processing are performed through the mediator as a data management center.

Compare this with claim 2, which recites, *inter alia*, that the “consumer provides the owner with the payment” (as opposed to the mediator as in Saito) and either the owner provides the source to the owner or if the owner does not provide the source, then the third portion of the key can be combined with the fourth portion of the key, which is provided to the mediator in claim 2, in order to generate a complete key.

It is readily apparent that in terms of claim 2, that a consumer seeks to obtain a document from an owner (see the preamble), the consumer requests a specified document and the owner provides the consumer with the first and third portions of the key and the mediator with the fourth portion of the key. The consumer then provides the owner with payment and either the owner provides the source with the second portion of the key, which can be combined with the first portion of the key, or the owner relies upon the third portion of the key previously provided to the mediator. This is completely different from Saito in which all the processing is performed through the mediator instead.

Indeed, as specifically recited by claim 5, the mediator is involved in the protocol “only in the event of dispute between the owner and the consumer.” This is directly contrary to the teaching of Saito.

Claim 6 recites that the document source comprises a printer. As previously indicated above, the Applicant invites the Examiner to point out, with specificity, exactly where Saito teaches a printer.

Look at Figures 12A and 12B. The only interaction between user and maker is step (7) of the embodiment of Figure 12B. And in that embodiment Saito tells the reader: “in order that the maker receives the content of the order sheet and handles the order, it is necessary that encrypted order sheet is transferred to the mediator and decrypted by the mediator. Therefore, the mediator takes part in the dealing process without fail in this case also, and thus ...” [emphasis

added, column 28, lines 41-45].

Saito does not anticipate claim 2.

Claim 18 recites that "the consumer provides the owner with the payment" and "the owner provides a document source with a first and a third portion of a key to the consumer." This is contrary to the teaching of Saito. Saito also does not anticipate claim 18.

It is noted that these rejections are under 35 U.S.C. 102 which means that the prior art reference must teach each and every limitation of the claim in order for a claim to be properly rejected based thereon. Since Saito fails to teach each and every limitation of each and every rejected claim, the rejections based upon Saito are improper and must be withdrawn.

New claim 19 is added by this response which is, in some regards, similar to the claim 2 of record, but even more clearly differentiate itself from Saito than does claim 2. New dependant claims 20 and 21 are patterned after claims 5 and 6.

Reconsideration of this application as amended is respectfully requested.

The Commissioner is authorized to charge any additional fees which may be required or credit overpayment to deposit account no. ~~08-2025~~ In particular, if this response is not timely filed, then the Commissioner is authorized to treat this response as including a petition to extend the time period pursuant to 37 CFR 1.136 (a) requesting an extension of time of the number of months necessary to make this

//

//

//

//

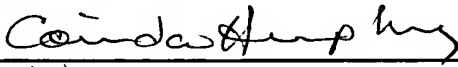
response timely filed and the petition fee due in connection therewith may be charged to deposit account no. ~~08-2025~~.

I hereby certify that this correspondence is being deposited with the
United States Post Office with sufficient postage as first class mail in
an envelope addressed to Commissioner for Patents
PO Box 1450, Alexandria, VA 22313-1450 on
March 10, 2005

(Date of Deposit)

Corinda Humphrey

(Name of Person Signing)




(Signature)

March 10, 2005

(Date)

Respectfully submitted,



Richard P. Berg
Attorney for Applicants
Reg. No. 28,145
LADAS & PARRY
5670 Wilshire Boulevard, Suite 2100
Los Angeles, California 90036
(323) 934-2300